

Request for Proposals

Goods & Services



Financial Auditing Services

Request for Proposals No. 2022-002

Advertisement Date:	<u>Friday, January 21, 2022</u>
Non-Mandatory Pre-bid <i>Zoom</i> Conference: 870 7287 8566	<u>Friday, January 28 2022, at 10:00am</u>
All Questions Due:	<u>Wednesday, January 26, 2022, by 10:00 AM</u>
Answers to Written Questions:	<u>Tuesday, February 8, 2022 by 5:00 PM</u>
Submission due date:	<u>Thursday, February 24, 2022, 10:00 AM</u>
Proposal Opening: 828 1763 1467	<u>Thursday, February 24, 2022 10:05 AM</u>
Submit Via Demand Star to:	Village of Biscayne Park Village Clerk

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Attachment

Special Conditions related to
Federal Requirements

Affidavits

Non-Collusive Affidavit
Public Entity Crimes
Equal Opportunity / Affirmative Action Statement
Conflict of Interest Statement
Dispute Disclosure Form
Anti-Kickback Affidavit
Anti-Boycott Certification
E-verify Affidavit
Domestic Partnership Certification Form
Byrd Anti-Lobbying Certification

LEGAL ADVERTISEMENT NOTICE TO VENDOR

NOTICE IS HEREBY GIVEN that the Village of Biscayne Park is seeking electronically submitted Bids for the following work as specified.

FINANCIAL AUDITING SERVICES Request for Proposals No. 2022-002

The Bid Specifications for this Request for Proposals are available from DemandStar by accessing their website at www.demandstar.com. The Bid Specifications may also be examined at the Village of Biscayne Park – Office of the Village Clerk. Vendors who obtain the Bid Specifications from sources other than DemandStar or the Village of Biscayne Park are cautioned that their Bid response package may be incomplete. Addenda will be posted and disseminated by DemandStar at least five days prior to the submittal date to all vendors who are listed on the official list. The Village will not accept incomplete Bids.

Proposals shall be on a unit price basis; segregated Bids will not be accepted. **All submittals shall be electronically submitted via DemandStar no later than Thursday, February 24, 2022, 10:00 AM.** Respondents are responsible for ensuring that their Response is uploaded to DemandStar by the deadline. Proposals submitted after this time will not be considered. Timely submitted Proposals will be opened publicly and read aloud at this time.

The Village reserves the right to reject any or all Proposals, with or without cause, to waive technical errors and informalities, and to accept the Bid which best serves the interest of, and represents the best value to, the Village.

All questions regarding Request for Proposals No. 2022-001 shall be directed in writing to Shantay Dabney, Village Clerk, prior to the deadline mentioned above. Questions may be submitted via email to: Villageclerk@biscayneparkfl.gov or via regular mail at: Shantay Dabney, Village Clerk, Village of Biscayne Park, 600 NE 114 Street, Biscayne Park, FL 33161.

Pursuant to Florida Statutes 119.071, sealed bids, proposals or replies by an agency pursuant to a competitive solicitation are exempt from inspection until such time as the agency provides notice of an intended decision or until thirty (30) days after the opening of the bids, proposals, or final replies, whichever is earlier.

SECTION 1
INSTRUCTIONS TO PROPOSER (VENDOR) / GENERAL TERMS AND CONDITIONS

THESE INSTRUCTIONS ARE STANDARD FOR ALL SOLICITATIONS FOR COMMODITIES/SERVICES ISSUED BY THE VILLAGE OF BISCAYNE PARK. THE VILLAGE OF BISCAYNE PARK MAY DELETE, SUPERSEDE OR MODIFY ANY OF THESE STANDARD INSTRUCTIONS FOR A PARTICULAR CONTRACT BY INDICATING SUCH CHANGE IN SPECIAL INSTRUCTIONS TO PROPOSERS OR IN THE PROPOSAL SHEETS. ANY AND ALL SPECIAL CONDITIONS THAT MAY VARY FROM THE GENERAL CONDITIONS SHALL HAVE PRECEDENCE. PROPOSER AGREES THAT THE PROVISIONS INCLUDED WITHIN THIS BID OR RFP SHALL PREVAIL OVER ANY CONFLICTING PROVISION WITHIN ANY STANDARD FORM CONTRACT OF THE PROPOSER REGARDLESS OF ANY LANGUAGE IN THE PROPOSER'S CONTRACT TO THE CONTRARY.

[CONTINUED ON NEXT PAGE]

1.1 CLARIFICATION/EXPLANATION/QUESTIONS:

Any questions concerning the Proposal Specifications or any required need for clarification must be made to Shantay Dabney, Village Clerk via email to: Villageclerk@biscayneparkfl.gov or via regular mail at: Shantay Dabney, Village Clerk, Village of Biscayne Park, 600 NE 114 Street, Biscayne Park, FL 33161. Such requests for clarification/explanation or questions must be made in writing to Shantay Dabney, Village Clerk, at least five (5) business days prior to the date of the Proposal opening. Interpretations or clarifications considered necessary by the Village will be issued by addenda and posted/disseminated by DemandStar (www.demandstar.com) to all parties listed on the official plan holders' list as having received the Proposal documents. Only questions answered by written addenda shall be binding. Oral interpretations or clarifications shall be without legal effect. No plea of ignorance or delay or required need of additional information shall exempt a Proposers from submitting their Proposal on the required date and time as publicly noted.

1.2 PLAN HOLDER'S LIST:

As a convenience to vendors, the Village of Biscayne Park has made available via internet lists of all plan holders for each Request for Proposal, ITB, and request for qualifications. The information is available on-line at www.demandstar.com or by calling the Office of the Village Clerk at (305) 899-8000.

1.3 ADDENDA TO SPECIFICATIONS:

If any addenda are issued after the initial specifications are released, the Village will post and disseminate the addenda through DemandStar. For those projects with separate plans, blueprints, or other materials that cannot be accessed through the internet, the Office of the Village Clerk will make good faith effort to ensure that all registered Proposers (those who have been registered as receiving a Proposal package) receive the documents. It is the responsibility of the vendor prior to the submission of any Proposal to check the above website or contact the Office of the Village Clerk at (305) 899-8000 to verify any addenda issued. The receipt of all addenda must be acknowledged on the Proposal Response Sheet.

1.4 SPECIAL ACCOMMODATIONS:

Any person requiring a special accommodation at a Pre-Bid Conference or Bid/RFP/RFQ opening because of a disability should call the Office of the Village Clerk at (305) 899-8000 at least five (5) days prior to the Pre-Bid Conference or Bid/RFP/RFQ opening. If you are hearing or speech impaired,

please contact the Office of the Village Clerk by calling the Village of Biscayne Park using the Florida Relay Service which can be reached at 1(800) 955-8771 (TDD).

1.5 PUBLIC ENTITY CRIMES STATEMENT:

Pursuant to the provisions of paragraph (2) (a) of section 287.133, Florida statutes -"a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Proposal on a contract to provide any goods or services to a public entity, may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded to perform work as a Proposer, supplier, sub-Contractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.107, for category two for a period of 36 months from the date of being placed on the convicted vendor list".

1.6 PROPOSAL DEADLINE:

Proposals must be submitted no later than the time and date shown within this document.

1.7 SUBMISSION OF PROPOSAL:

The entire Proposal Response Package shall be uploaded to DemandStar with all accompanying affidavits, and attachments.

1.8 PROPOSAL EXECUTION, SIGNATURES, ERASURE/CORRECTION:

All Bids shall be signed in blue ink. All price quotes shall be typewritten into the provided excel worksheet. All corrections made by the Proposers prior to the opening must be initialed and dated by the Proposers. No changes or corrections will be allowed after Bids are opened. Bids must contain an original, manual signature of an authorized representative of the company.

1.9 WITHDRAWAL OF BIDS:

Proposers may withdraw Bids only by written request and shall forward the withdrawal request via "Certified U.S. Mail – Return Receipt Requested" prior to the Proposal opening time. Negligence on the part of the Proposers in preparing the Proposal confers no right for the withdrawal of the Proposal after it has been opened.

1.10 PROPOSAL OPENING:

Bids will be opened publicly at the time and place stated in the Notice to Proposer. It is the responsibility of the Proposers to ensure that the Proposal is successfully uploaded onto DemandStar on or before the closing hour and date stated on the Request for Proposal. After the Proposal opening, the contents of the Bid/Proposal Form will be made public for the information of vendors and other interested parties who may be present either in person or by representative. Bids that are received after the Proposal opening time will not be considered and will not be returned.

1.11 EVALUATION OF BIDS:

The Village, at its sole discretion, reserves the right to inspect any/all Proposers facilities to determine their capability of meeting the requirements for the Contract. Also, price, responsibility, and responsiveness of the Proposers, the financial position, experience, staffing, equipment, materials, references, and past history of service to the Village and/or with other units of state, and/or local governments in Florida, or comparable private entities, will be taken into consideration in the Award of the Contract.

- 1.11.1 Hold Harmless: All Proposer's shall hold the Village, it's officials and employees harmless and covenant not to sue the Village, it's officials and employees in reference to their decisions to reject, award, or not award a Bid, as applicable.
- 1.11.2 Cancellation: Failure on the part of the Proposers to comply with the conditions, specifications, requirements, and terms as determined by the Village, shall be just cause for cancellation of the Award.
- 1.11.3 Disputes: If any dispute concerning a question of fact arises under the Contract, other than termination for default or convenience, the Contractor and the Village department responsible for the administration of the Contract shall make a good faith effort to resolve the dispute. If the dispute cannot be resolved by agreement, then the department with the advice of the Village Attorney shall resolve the dispute and send a written copy of its decision to the Proposer, which shall be binding on both parties.

1.12 AGREEMENT:

After the Proposal award, the Village will, at its option, prepare an Agreement specifying the terms

and conditions resulting from the award of this Bid. The vendor will have thirty (30) calendar days after notification of the award by the Village to execute the Agreement and provide the required Insurance Certificates.

The performance of the Village of Biscayne Park of any of its obligations under the agreement shall be subject to and contingent upon the availability of funds lawfully expendable for the purposes of the agreement for the current and any future periods provided for within the Proposal specifications.

1.13 PAYMENTS:

Payment will be made after commodities/services have been received, accepted, and properly invoiced as indicated in the contract and/or purchase order. Invoices must bear the purchase order number. Invoices received from the Contractor will be reviewed by the initiating Village Department. If services have been rendered in conformity with the Contract Documents, the invoice will be sent to the Finance Department for payment. Invoices must reference the contract number assigned thereto. Invoices will be paid in accordance with the State of Florida Prompt Payment Act.

1.14 BRAND NAMES:

Intentionally Omitted.

1.15 MATERIAL:

Intentionally Omitted.

1.16 SAMPLES:

Intentionally Omitted.

1.17 QUANTITY GUARANTY:

Intentionally Omitted.

1.18 GOVERNMENTAL RESTRICTIONS ON MATERIALS:

In the event any governmental restrictions may be imposed which would necessitate alteration of the material quality, workmanship, or performance of the items offered on this Proposal prior to their delivery, it shall be the responsibility of the successful Proposers to notify the Village at once, indicating in their letter the specific regulation which required an alteration. The Village of Biscayne Park reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel at no further expense to the Village.

1.19 SAFETY STANDARDS:

The Proposers warrant that the product(s) supplied to the Village conforms in all respects to the standards set forth in the occupational safety and health act (OSHA) and its amendments. Bids must be accompanied by a materials data safety sheet (MSDS) when applicable.

1.20 WARRANTIES:

Successful Proposers shall act as agent for the Village in the follow-up and compliance of all items under Warranty/Guaranty and complete all forms for Warranty/Guarantee coverage under this Contract.

1.21 COPYRIGHTS/PATENT RIGHTS:

Proposers warrant that there has been no violation of copyrights or patent rights in manufacturing, producing or selling of goods shipped or ordered, as a result of this Bid. The seller agrees to indemnify Village from any and all liability, loss, or expense occasioned by any such violation.

1.22 LOCAL BUSINESS TAX (OCCUPATIONAL LICENSE REGISTRATION):

The Proposer shall be responsible for obtaining and maintaining throughout the contract period his or her Village and county local business tax receipts. Each vendor submitting a Proposal on this Request for Proposal shall include a copy of the company's local business tax/occupational license(s) with the Proposal response. For information specific to Village of Biscayne Park local business tax/occupational licenses, please call Code Enforcement & Licensing at (305) 899-8000. If the Proposer is operating under a fictitious name as defined in Section 865.059, Florida Statutes, proof of current registration with the Florida Secretary of State shall be submitted with the Proposal. A business formed by an attorney actively licensed to practice law in this state, by a person actively licensed by the Department of Business and Professional Regulations or the Department of Health for the purpose of practicing his or her licensed profession, or by any corporation, partnership, or other commercial entity that is actively organized or registered with the Department of State shall submit a copy of the current licensing from the appropriate agency and/or proof of current active status with the Division of Corporations of the State of Florida.

1.23 LIABILITY, INSURANCE, PERMITS AND LICENSES:

Proposers shall assume the full duty, obligation, and expense of obtaining all necessary licenses, permits, inspections, and insurance required. The Proposers

shall be liable for any damages or loss to the Village occasioned by negligence of the Proposers (or their agent) or any person the Proposers has designated in the completion of their contract as a result of the Proposal. Proposer shall be required to furnish a copy of all licenses, certificates of competency or other licenser requirements necessary to practice their profession as required by Florida State Statute, Miami-Dade County, and Village of Biscayne Park Code.

Proposers shall include current Miami-Dade County Certificates of Competency. These documents shall be furnished to the Village along with the Proposal response. Failure to furnish these documents or to have required licensure will be grounds for rejecting the Proposal.

1.24 CERTIFICATE(S) OF INSURANCE:

Proposers shall furnish to the Office of the Village Clerk, Village of Biscayne Park, 600 NE 114 Street, Biscayne Park, FL 33161, certificate(s) of insurance which indicate that insurance coverage has been obtained from an insurance company authorized to do business in the State of Florida or otherwise secured in a manner satisfactory to the Village, for those coverage types and amounts listed in this document, in an amount equal to 100% of the requirements and shall be presented to the Village prior to issuance of any Contract(s) or Award(s) Document(s). The Village of Biscayne Park shall be named as "additional insured" with respect to this coverage. The required certificates of insurance shall not only name the types of policies provided but shall also refer specifically to this Proposal and section. At the time of Proposal submission, the Proposers must submit certificates of insurance as outlined in the General Conditions section. All required insurances shall name the Village of Biscayne Park as additional insured and such insurance shall be issued by companies authorized to issue insurance in the State of Florida. It shall be the responsibility of the Proposers and insurer to notify the Village Manager of the Village of Biscayne Park of cancellation, lapse, or material modification of any insurance policies insuring the Proposers, which relate to the activities of such vendor and the Village of Biscayne Park. Such notification shall be in writing and shall be submitted to the Village finance support service director thirty (30) days prior to cancellation of such policies. This requirement shall be reflected on the certificate of insurance. Failure to fully and satisfactorily comply with the Village's insurance requirements set forth herein will authorize the Village Manager to implement a rescission of the Proposal award without further Village Commission action. The Proposers hereby holds the Village harmless and agrees to indemnify Village and covenants not to sue the Village by virtue of such rescission.

1.25 ASSIGNMENT:

The Proposer shall not transfer or assign the performance required by this Proposal without prior written consent of the Village Manager. Any award issued pursuant to the Request for Proposal and monies which may be due hereunder are not assignable except with prior written approval of the Village Manager. Further, in the event that the majority ownership or control of the Proposed changes hands subsequent to the award of this contract, Proposer shall promptly notify Village in writing (via United States Postal Service – Certified Mail, Return Receipt Requested) of such change in ownership or control at least thirty (30) days prior to such change and Village shall have the right to terminate the contract upon sixty (60) days written notice, at Village's sole discretion.

1.26 HOLD HARMLESS/INDEMNIFICATION:

The Proposer shall indemnify, hold harmless, and defend the Village of Biscayne Park, its officers, agents and employees from and against any claims, demands or causes of action of whatsoever kind or nature arising out of error, omission, negligent act, conduct, or misconduct of the Proposer, their agents, servants or employees in the provision of goods or the performance of services pursuant to this Proposal and / or from any procurement decision of the Village including without limitation, awarding the Contract to the Proposer.

1.27 NON-CONFORMANCE TO CONTRACT:

The Village of Biscayne Park may withhold acceptance of, or reject items which are found upon examination, not to meet the specification requirements. Upon written notification of rejection, items shall be removed within (5) calendar days by the vendor at their own expense and redelivered at their expense. Rejected goods left longer than thirty (30) calendar days will be regarded as abandoned and the Village shall have the right to dispose of them as its own property. Rejection for non-conformance or failure to meet delivery schedules may result in the Proposer being found in default.

1.28 DEFAULT PROVISION:

In case of default by the Proposers, the Village of Biscayne Park may procure the articles or services from other sources and hold the Proposers responsible for any excess costs occasioned or incurred thereby.

1.29 SECONDARY/OTHER VENDORS:

The Village reserves the right in the event the primary vendor cannot provide an item(s) or service(s) in a timely manner as requested, to seek

other sources without violating the intent of the Contract.

1.30 DEFINITIONS:

Wherever used in these General Conditions or in the other Contract Documents, the following terms shall have the meaning indicated which shall be applicable to both the singular and plural thereof:

Acceptance: Acceptance by the Village of the Work as being fully complete in accordance with the Contract Documents subject to waiver of claims.

Agreement: The written Agreement between the Village and the Proposer covering the Work to be performed, which includes the Contract Documents.

Addenda: Written or graphic instruments issued prior to the Proposal Opening which modify or interpret the Contract Documents, Drawings and Specifications, by addition, deletions, clarifications or corrections.

Approved: Means approved by the Village.

Bid or Proposal: The offer of the Proposers submitted on the prescribed form setting forth the prices for the Work to be performed.

Bidders/Proposers: Any person, Proposer or corporation submitting a Proposal for Work.

Bonds: Proposal, performance bond and other instruments of security, furnished by the Proposer and their surety in accordance with the Contract Documents and in accordance with the law of the State of Florida.

Change Order: A written order to the Proposer signed by the Village authorizing an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time issued after execution of the Agreement.

Village: Village of Biscayne Park, 600 NE 114 Street, Biscayne Park, FL 33161.

Contract Documents: Contract Documents shall include Instructions to Proposers, Proposer's

Proposal, the

Notice of Award, the Agreement between the Village and Proposer as well as any addenda thereto, these General Conditions, Special Conditions, the Technical Specifications, Drawings and Modifications, Notice to Proceed, Request for Proposal, Insurance Certificates, Change Orders and Acknowledgment of Conformance with the Village of Biscayne Park.

Contract Price: The total monies payable to the Proposer under the Contract Documents.

Contract Time: The number of calendar days stated in

the Agreement for the completion of the Work.

Contracting Officer: The individual who is authorized to sign the contract documents on behalf of the Village's governing body.

Proposer: The person, Proposer or corporation with whom the Village has executed this Agreement.

Day: A calendar day of twenty-four hours measured from midnight to the next midnight.

Field Order: A written order issued by the Village which clarifies or interprets the Contract Documents or orders minor changes in the Work.

Modification: Modification means any one of the following: (a) a written amendment of the Contract Documents signed by both parties, (b) a Change Order, (c) a written clarification or interpretation if issued by the Village, or (d) a written order for minor change or alteration in the Work issued by the Village. A modification may only be issued after execution of the Agreement.

Notice of Award: The written notice by Village to the apparent successful Proposers stating that upon compliance with the conditions precedent to be fulfilled by him within the time specified, Village will execute and deliver the Agreement to him.

Samples: Physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

Specifications: Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work.

Statement of Services: The form furnished by the Village which is to be used by the Proposer in requesting progress payments.

Supplier: Any person or organization who supplies materials or equipment for the Work, including that fabricated to a special design, but who does not perform labor at the site.

Work: Any and all obligations, duties and responsibilities necessary to the successful completion of the Project assigned to or undertaken by Proposer under the Contract Documents, including all labor, materials, equipment and other incidentals, and the furnishing thereof.

Written Notice: The term "Notice" as used herein shall mean and include all written notices, demands, instructions, claims, approvals and disapprovals required to obtain compliance with Contract requirements. Written notice shall be deemed to have been duly served if delivered in person to the individual or to a member of the Proposer or to an officer of the corporation for whom it is intended, or to an authorized representative or such individual, Proposer, or corporation, or if delivered at or sent by registered mail to the last business address known to them who gives the notice. Unless otherwise stated in

writing, any notice to or demand upon the Village under this Contract shall be delivered to the Village.

1.31 BID AWARD:

The Village reserves the right to reject any and all Proposals at its sole discretion. Proposals shall be awarded by the Village after the Village performs all necessary searches, inquiries, exploration, and analysis of the Proposals. The Proposal shall be awarded to the highest ranked responsive and responsible Proposer whose Proposal best serves the interests of and represents the best value to the Village. No Notice of Award will be given until the Village has concluded any investigation(s) as they deem necessary to establish the Proposer's capability to perform the Services as described in this RFP, ITB, RFQ or ITQ, as substantiated by the required professional experience, client references, technical knowledge and qualifications; and sufficient labor and equipment to comply with the Village's established standards, as well as the financial capability of the Proposer to perform the Work in accordance with the Contract Documents to the satisfaction of the Village within the time prescribed. The Village reserves the right to reject the Proposal of any Proposers on the basis of these queries and investigations and who does not meet the Village's satisfaction, even though the Proposer may be the lowest dollars and cents Proposal. In analyzing Proposals, the Village will also take into consideration client references, past work experience and work product, proven ability to satisfactorily perform. If the Contract is awarded, the Village will issue the Notice of Award and give the successful Proposers a Contract for execution within ninety (90) days after opening of Proposals. The Village specifically reserves the right to award the contract to a Proposer who is not necessarily the lowest dollars and cents Proposers on the basis of the results of these queries and investigation(s).

1.32 EXECUTION OF AGREEMENT:

At least four counterparts of the Agreement, the Certificates of Insurance and such other Documents as required by the Contract Documents shall be executed and delivered by Proposer to the Village within ten (10) calendar days of receipt of the Notice of Award.

1.33 LAWS AND REGULATIONS:

The Proposer will give all notices and comply with all laws, ordinances, rules and regulations applicable to the Work. If the Proposer observes that the Specifications are at variance therewith, they will give the Village prompt written notice thereof, and

any necessary changes shall be adjusted by an appropriate modification. If the Proposer performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Village, they will bear all costs arising wherefrom.

1.34 TAXES:

The Village of Biscayne Park is exempt from sales tax imposed by the State and/or Federal Government. Florida Sales Tax Exemption No. 85-8012694687C-4 appears on each purchase order. Exemption certificates are available upon request.

1.35 DUTY TO DEFEND, INDEMNIFY AND SAVE HARMLESS:

In consideration of the separate sum of twenty-five dollars (\$25.00) and other valuable consideration, the Proposer shall defend, indemnify and hold harmless the Village, its officers, agents and employees, from or on account of any injuries or damages, received or sustained by any person or persons during or on account of any operations connected with the Work described in the Contract Documents, or by or in consequence of any negligence in connection with the same; or by use of any improper materials or by or on account of any act or omission of the said Proposer or his Sub-Proposer, agents, servants or employees. The Proposer will defend, indemnify and hold harmless the Village and their agents or employees from and against all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from the performance of the Work, provided that any such claim damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than Work itself) including the loss of use resulting wherefrom and (b) is caused in whole or in part by any negligent act or omission of the Proposer, Sub-Proposer, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder. In the event that a court of competent jurisdiction determines that Sec. 725.06 (2), F.S. is applicable to this Work, then in lieu of the above provisions of this section the parties agree that Proposer shall indemnify, defend and hold harmless the Village, their officers and employees, to the fullest extent authorized by Sec. 725.06 (2) F.S., which statutory provisions shall be deemed to be incorporated herein by reference as if fully set forth herein. In the event that any action or proceeding is brought against Village by reason of any such claim or demand, Proposer, upon written notice from Village shall defend such action or proceeding by counsel satisfactory to Village. The indemnification provided above shall obligate

Proposer to defend at its own expense or to provide for such defense, at Village's option, any and all claims of liability and all suits and actions of every name and description that may be brought against Village, excluding only those which allege that the injuries arose out of the sole negligence of Village, which may result from the operations and activities under this Contract whether the Work be performed by Proposer, its Sub-Proposers, or by anyone directly or indirectly employed by either.

1.36 DECISIONS ON DISAGREEMENTS:

The Village will be the initial interpreter of the Technical Specifications.

1.37 VILLAGE MAY TERMINATE:

If the Proposer is adjudged bankrupt or insolvent, or if they make a general assignment for the benefit of their creditors, or if a trustee or receiver is appointed for the Proposer or for any of their property, or if they file a petition to take advantage of any debtor's act, or to reorganize under bankruptcy or similar laws, or if they repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if they repeatedly fail to make prompt payments to Sub-Contractors or for labor, materials or equipment or they disregard laws, ordinances, rules, regulations or orders of any public body having jurisdiction, or if they disregard the authority of the Village, or if they otherwise violate any provision of, the Contract Documents, then the Village may, without prejudice to any other right or remedy and after giving the Proposer and the surety ten (10) days written notice, terminate the services of the Proposer and take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Proposer, and finish the Work by whatever method they may deem expedient. In such case the Proposer shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Project, including compensation for additional professional services, such excess shall be paid to the Proposer. If such costs exceed such unpaid balance, the Proposer will pay the difference to the Village. Such costs incurred by the Village will be determined by the Village and incorporated in a Change Order. If after termination of the Proposer under this Section, it is determined by a court of competent jurisdiction for any reason that the Proposer was not in default, the rights and obligations of the Village and the Proposer shall be the same as if the termination had been issued pursuant to this document.

1.37.1 Where the Proposer's services have been so terminated by the Village said termination

shall not affect any rights of the Village against the Proposer then existing or which may thereafter accrue. Any retention or payment of moneys by the Village due the Proposer will not release the Proposer from liability.

1.37.2 Upon ten (10) days written notice to the Proposer, the Village may, without cause and without prejudice to any other right or remedy, elect to terminate the Agreement. In such case, the Proposer shall be paid for all Work executed and accepted by the Village as of the date of the termination. No payment shall be made for Work which has not been performed.

1.38 MISCELLANEOUS:

Proposers acknowledge the following miscellaneous conditions:

1.38.1 Whenever any provision of the Contract Documents requires the giving of written notice it shall be deemed to have been validly given if delivered in person to the individual or to a member of the Proposer or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to them who gives the notice.

1.38.2 The Contract Documents shall remain the property of the Village. The Proposer shall have the right to keep one record set of the Contract Documents upon completion of the Project.

1.38.3 The duties and obligations imposed by these General Conditions, Special Conditions and Supplemental Conditions and the rights and remedies available hereunder, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon Proposer and those in the Special Conditions and the rights and remedies available to the Village, shall be in addition to, and shall not be construed in any way as a limitation of, any rights and remedies available by law, by special guarantee or by other provisions of the Contract Documents.

1.38.4 Should the Village or the Proposer suffer injury or damage to its person or property because of any error, omission, or act of the other or of any of their employees or agents or others for whose acts they are legally liable, claim shall be made in writing to the other party within a reasonable time of the first observance of such injury or damage.

1.39 WAIVER OF JURY TRIAL:

Village and Proposer knowingly, irrevocably voluntarily and intentionally waive any right either may have to a trial by jury in State or Federal Court proceedings in respect to any action, proceeding, lawsuit or counterclaim based upon the Contract Documents or the performance of the Work there under.

1.40 GOVERNING LAW, VENUE AND WAIVER OF JURY TRIAL:

It is agreed that this Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Florida. In the event it becomes necessary for either party to initiate legal action regarding this Agreement venue shall be in the Eleventh Judicial Circuit in and for Miami Dade County, Florida, for any claims under state law and in the Southern District of Florida, Miami Division, for any claims brought in federal court. If either party utilizes such legal action, including appeals, if necessary, to enforce this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs at the pretrial, trial and appellate levels. Each of the parties hereto hereby knowingly, voluntarily and intentionally, waives the right which any party may have to a jury trial in respect of any action, proceeding, litigation or counterclaim based hereon or arising out of, under, on or in connection with this Agreement or any course of conduct, course of dealing, statements (whether verbal or written) or actions of either of party.

1.41 PROJECT RECORDS:

Village shall have right to inspect and copy during regular business hours at Village's expense, the books and records and accounts of Proposer which relate in any way to the Project, and to any claim for additional compensation made by Proposer, and to conduct an audit of the financial and accounting records of Proposer which relate to the Project. Proposer shall retain and make available to Village all such books and

records and accounts, financial or otherwise, which relate to the Project and to any claim for a period of three years following final completion of the Project. During the Project and the three year period following final completion of the Project, Proposer shall provide Village access to its books and records upon five days written notice.

1.42 SEVERABILITY:

If any provision of the Contract or the application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of the Contract, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

1.43 INDEPENDENT PROPOSER.

The Proposer is an independent Proposer under the Contract. Services provided by the Proposer shall be by employees of the Proposer and subject to supervision by the Proposer, and not as officers, employees, or agents of the Village. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures, applicable to services rendered under the Contract shall be those of the Proposer.

1.44 PROPOSERS RESPONSIBILITIES:

Proposers are required to submit their proposals upon the following express conditions:

Proposers shall thoroughly examine the drawings, specifications, schedules, instructions and all other Contract Documents.

Proposers shall make all investigations necessary to thoroughly inform themselves regarding site(s) and facilities for any deliveries as required by the RFP conditions. No plea of ignorance, by the Proposer, of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the Proposer to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the Village or the compensation due the Proposer.

Proposers are advised that all Village contracts are subject to all legal requirements provided for in the Village Purchasing Code and applicable Miami-Dade

County Ordinances, State Statutes and Federal Statutes.

1.45. PROTEST PROCEDURES

This Section shall govern any protest made by a Proposer related to this Request for Proposal.

- A. Protest of any Village recommendation for an award in response to the request for proposals shall be filed with the Village Clerk and mailed by the protesting Proposer to all participants in the competitive process within seven (7) days of the Village's recommendation for an award or the Village's actual award, whichever comes first. Such protest shall be in writing, shall state the particular grounds on which it is based, shall include all pertinent documents and evidence and shall be accompanied by a cashier's or certified check or money order, made payable to the Village of Biscayne Park, in an amount equal to either three percent of the estimated price quoted, bid or proposal amount or \$30,000.00, whichever is less. Any grounds not stated shall be deemed waived.
- B. Protests shall be referred by the Village Clerk to the Village Attorney who shall select a hearing examiner who shall hold a hearing and submit written findings and recommendations within ten (10) days of the filing of the protest. The hearing examiner shall consider the written protests, supporting documents in evidence, the Village's recommendations and supporting documentation and all evidence presented at the hearing. Such finding and recommendation shall be filed with the Village Clerk.
- C. Hearing examiners may be retired judges, certified mediators or other impartial parties as selected by the Village Attorney.
- D. The hearing examiner's findings and recommendations shall be presented to the Village Commission for final action at the next regular or specially scheduled meeting. Notice shall be mailed to all participants in the competitive process at least seven days in advance of any final action by the Village Commission. The notice shall include the hearing examiner's findings and recommendations.
- E. Failure to follow the protest procedures set forth herein shall automatically nullify any protest or claim brought by an aggrieved Proposer, offeror or contractor.

1.46 NON-DISCRIMINATION

During the performance of the Contract, Proposer agrees to not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender

identity, handicap, marital status, age or national origin, and will take a Proposerative action to ensure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not be limited to, recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training. By entering into this Contract with the Village, the Proposer attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts). If the Proposer or any owner, subsidiary or other Proposer affiliated with or related to the Proposer is found by the responsible enforcement agency or the Village to be in violation of the Act, such violation shall render this Contract void. This Contract shall be void if the Proposer submits a false affidavit or the Contractor violates the Act during the term of this Contract, even if the Proposer was not in violation at the time it submitted its affidavit.

1.47 PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

Under no circumstances shall the Proposer, its employees, agents, subcontractors and suppliers, without the express written consent of the Village:

Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the Village, or the Work being performed hereunder, unless the Proposer first obtains the written approval of the Village. Such approval may be withheld if for any reason the Village believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and

Communicate in any way with any contractor, department, board, agency, Commission or other organization or any person whether governmental or private in connection with the Services to be performed hereunder except upon prior written approval and instruction of the Village; and

Represent, directly or indirectly, that any product or service provided by the Proposer, or such parties has been approved or endorsed by the Village, except as may be required by law.

1.48 ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS

The Proposer understands and agrees that any assumptions, parameters, projections, estimates and explanations presented by the Village were provided to the Proposer for evaluation purposes only; however, since these assumptions, parameters, projections, estimates and explanations represent predictions of future events, the Village makes no representations or guarantees, the Village shall not be responsible for the

accuracy of the assumptions presented, the Village shall not be responsible for conclusions to be drawn there from, and any assumptions, parameters, projections, estimates and explanations shall not form the basis of any claim by the Contractor. The Contractor accepts all risks associated with using this information.

1.49 VARIATIONS, CONTRADICTION AND SUBSTITUTIONS

Any variations from RFP specifications, no matter how slight, including substitutions of products or methods, must be noted and explained fully in a submittal with proposal entitled "Exceptions to Specifications". If no exceptions are noted, it shall be understood that the plans and specifications will be adhered to exactly.

Where an "or equal" is specified, the Village shall be the sole judge in determining equality. Any deviation from these specifications and/or changes during construction must be approved by the Village in writing. If specifications are in contradiction, or if they contain any errors or omissions, Proposers shall notify the Procurement Manager in writing at least ten (10) working days before the proposal opening, or at the pre-bid conference, to allow sufficient time to resolve all discrepancies.

End of Section

SECTION 2 SPECIAL TERMS AND CONDITIONS

2.1 PURPOSE OF PROPOSAL:

The Village is seeking a qualified Contractor to provide high-quality Auditing Proposers (Auditors) to establish a multi-year contract for the provision of professional FINANCIAL AUDITING SERVICES, as required by Florida Statute 11.45, for the Fiscal Years ending September 30, 2022, 2023, 2024 with the option for three additional one-year extensions (2025, 2026, 2027). The Village is further seeking qualified Contractors to perform federal and state Single-Year Audit services as needed.

2.2 PRE-BID CONFERENCE:

A Pre-Bid Conference will be held on Friday, January 28, 2022, at 10:00am via zoom RFP2022-002-Financial Auditing Services video conference at

Village Clerk is inviting you to a scheduled Zoom meeting.

Topic: RFP 2022-002-Financial Auditing Services

Time: Jan 28, 2022 10:00 AM Eastern Time (US and Canada)

Join Zoom Meeting

<https://us06web.zoom.us/j/87072878566>

Meeting ID: 870 7287 8566

One tap mobile

+16465588656,,87072878566# US (New York)

+13017158592,,87072878566# US (Washington DC)

Dial by your location

+1 646 558 8656 US (New York)

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

+1 720 707 2699 US (Denver)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

Meeting ID: 870 7287 8566

Find your local number: <https://us06web.zoom.us/j/87072878566>

Join by Skype for Business

<https://us06web.zoom.us/skype/87072878566>

2.3 CONTRACT TERM AND RENEWALS

This contract will commence upon execution by both parties which shall be the effective date succeeding approval of the contract by the Village Commission, unless otherwise stipulated in a Notice of Award letter, and contingent upon the completion and submittal of all required proposal documents. The Village intends to issue a three (3) year initial term through (2022, 2023, 2024) based on a fee not to exceed a negotiated amount (per year) with the option for three additional one-year extensions (2025, 2026, 2027).

2.4 PRICE

If a Proposal is awarded a contract under this solicitation, the price shall remain fixed and Proposer during the contract term, except as may be provided under Section 2.17 below. Proposals shall provide the cost for the Services to be provided based on the Scope of Services and the Proposer's proposed approach to the project. Bids must include a breakdown of hourly rate for each position held by a team member to cover all requested work as outlined in this RFP in the event that additional services are requested.

2.4.1 BILLING PROCEDURES.

All invoices for services must be billed by mailing or emailing invoices for task orders authorizations to:

Village of Biscayne Park, Florida
Finance Department
Attn: Account Payable
600 NE 114 Street
Biscayne Park, FL 33161
finance@biscayneparkfl.gov

with a copy to:
Mailan Nguyen, Administrative Clerk
Village of Biscayne Park
600 NE 114 Street
Biscayne Park, FL 33161
adminclerk@biscayneparkfl.gov

2.4.2 NON-APPROPRIATION OF FUNDS: In the event that insufficient funds are appropriated and budgeted or funding is otherwise unavailable in any fiscal period for this Request for Proposals, the Village shall have the unqualified right to terminate the Contract upon written notice to the Contractor, without any penalty or expense to the Village. No guarantee, warranty or representation is made that any Proposer will be selected pursuant to this Request for Proposals.

2.5 MINIMUM REQUIREMENTS FOR AWARD

Proposals will be considered only from vendors which are continuously engaged in the business as described in this package; with a record of performance to for a minimum of five (5) years, must have prior successful experience, the equipment, and the organization to ensure that they can satisfactorily execute the service. Award of this contract will be made to the responsive and

responsible vendor who meets the minimum qualifications set forth in this solicitation. Those qualifications are as follows:

- The Proposer shall provide evidence that they have the necessary organization, capital, and personnel to satisfactorily perform the Scope of Service (evidence shall include all information necessary to certify that the Proposer: maintains a permanent place of business; has not had just or proper claims pending against the Proposer or the Proposer's Proposer; and has provided services of a type similar to the Services sought through this RFP);
- Proposer shall be insured, licensed and certified by all applicable local, county, and state agencies (evidence will consist of listing required licenses and permits with the State and Miami-Dade County)
- Proposer shall provide evidence of having provided similar services to public-sector municipal clients, within a minimum of the last five (5) years.

2.6 METHOD OF AWARD

Contractors will be evaluated by relevant experience, preferably with local government agencies, successful past performance, vendor's billing, price and the other evaluation criteria set forth in Section 4.

All proposals will be reviewed and evaluated by an Evaluation Committee to be designated by the Village Manager or Village Manager designee. The Evaluation Committee will make a recommendation of the highest rank based upon evaluation criteria. Thereafter, the recommendation of the Evaluation Committee will be submitted to the Village Manager who shall review and submit his/her recommendations to the Village Commission for final ranking, authorization to negotiate an agreement and/or final award of an agreement.

No Notice of Award will be given until the Village has concluded any investigation(s) as they deem necessary to establish the Proposer's capability to perform the Services as described in this RFP, as substantiated by the required professional experience, client references, technical knowledge and qualifications; and sufficient labor and equipment to comply with the Village's established standards, as well as the financial capability of the Proposer to perform the Work in accordance with the Contract Documents to the satisfaction of the Village. The Village reserves the right to reject the bid of any Proposers on the basis of these queries and investigations and who does not meet the Village's satisfaction, even though the Proposer may be the lowest dollars and cents Bid. In analyzing Bids, the Village will also take into consideration client references, past work experience and work product, proven ability to satisfactorily perform. The Village specifically reserves the right to award the contract to a Proposer who is not necessarily the lowest dollars and cents Proposers on the basis of the results of these queries and investigation(s). The successful Proposer(s) shall be notified in writing of award.

No contract will be awarded to, any person who is in arrears to the Village of Biscayne Park, upon any debt or contract, or who has defaulted, as surety or otherwise, upon any obligation to any public agency, or who is deemed irresponsible or unreliable by the Village Commission of the Village of Biscayne Park, in its sole discretion.

2.7 RELEASE OF LIABILITY

The Contractor shall release and discharge the Village of Biscayne Park from any and all liability for loss of merchandise, goods, equipment or other property of the Contractor if lost, damaged, or destroyed by fire, theft, rain, water, storm, riot, vandalism, or any other cause(s).

2.8 FEDERAL & GRANT REQUIREMENTS

2.8.1 The services will be funded in part by federal grant funds. If awarded, Proposer agrees that it shall abide by and adhere to any and all Federal Requirements, including, but not limited to those set forth in the Attachment entitled "FEDERAL REQUIREMENTS" included in this solicitation. Further, by submitting a proposal, Proposer acknowledges that the Village will be placing a not-to-exceed cap on funds within any resulting contract, which if exceeded would be at Proposer's own risk.

2.8.2 The Proposers acknowledge that the Village has received an award of funds from the American Rescue Plan Act, pursuant to grant agreement Y5030-FL0029, between the Village of and the State of Florida, Department of Emergency Management. Proposer acknowledges by submitting a proposal that it shall be bound to adhere to the terms of that grant agreement which may be amended from time to time.

2.8.3 Each Proposer must submit proof of good standing in its registration through the Federal System of Award Management without exception and provide a copy of such within the Proposal Submittal.

2.9 INSURANCE

The Proposer shall maintain and carry in full force during the Term the insurance required herein. Upon Village's notification, the Proposer shall furnish to the Village, Certificates of Insurance that indicate that insurance coverage has been obtained which meets the requirements as outlined below:

2.9.1 General Liability Insurance

General Liability with minimum limits of One Million Dollars (\$1,000,000.00) per person, Two Million Dollars (\$2,000,000.00) per occurrence for Bodily Injury Liability and broad form Property Damage Liability, products/completed operations, blanket contractual liability, and personal/advertising injury.

SPECIAL PROVISIONS AS TO GENERAL LIABILITY INSURANCE:
(to be confirm on or attached to the Official Certificate of Insurance)

"The Village of Biscayne Park, Florida" is added as a named "Additional Insured"

2.9.2 Worker's Compensation Insurance

Worker's Compensation Insurance as required by Florida Statute 440. Proposer agrees to be responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment. Furthermore, should the Proposer be exempt from this Statute, the Proposer and each employee shall hold the Village harmless from any injury incurred during performance of the Contract. The exempt Proposer shall also submit a written statement detailing the number of employees and that they are not required to carry Worker's Compensation insurance, and do not anticipate hiring any additional employees during the term of this contract or a copy of a Certificate of Exemption.

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most clearly reflect the operation of the Proposer. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida with the following qualifications:

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, according to the latest edition of Best's Insurance Guide published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the Village.

Certificates of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will endeavor to mail thirty (30) day written advance notice to the certificate holder. In addition, the Proposer hereby agrees not to modify the insurance coverage without thirty (30) days written advance notice to the Village.

NOTE: VILLAGE OF BISCAYNE PARK CONTRACT NUMBER AND TITLE MUST APPEAR ON EACH CERTIFICATE OF INSURANCE.

Compliance with the foregoing requirements shall not relieve the Proposer of this liability and obligation under this section or under any other section in the Agreement.

Award of this Contract is contingent upon the receipt of the insurance documents, as required, within fifteen (15) calendar days after Village notification to Proposer to comply before the award is made. If the insurance certificate is received within the specified time frame but not in the manner prescribed in the Agreement, the Proposer shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit the certificate to the Village. If the Proposer fails to submit the required insurance documents in the manner prescribed in the Agreement within twenty (20) calendar days after Village notification to comply, the Proposer shall be in default of the contractual terms and conditions and award of the Contract will be rescinded, unless such time frame for submission has been extended by the Village.

The Proposer shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any and all option years or extension periods that may be granted by the Village. If insurance certificates are scheduled to expire during the contractual period, the Proposer shall be responsible for submitting new or renewed insurance certificates to the Village at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the Village shall suspend the Contract until such time as the new or renewed certificates are received by the Village in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the Village may, at its sole discretion, terminate this contract.

2.10 SUBSTITUTION OF PERSONNEL

In the event the Contractor wishes to substitute personnel for the key personnel identified by the Contractor's Proposal, the Contractor must notify the Village in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution.

2.11 INVOICES

Invoices shall be provided in accordance with Section 1.13 of the General Terms and Conditions of this RFP following the successful completion of rendered services. Invoices shall be supported with detailed information as requested by the Village and mailed to:

Village of Biscayne Park
Finance Department
600 NE 114 Street
Biscayne Park, FL 33161

2.12 COMPLIANCE WITH LOCAL, STATE AND FEDERAL REQUIREMENTS AND STANDARDS

Proposer agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State, County and Village orders, statutes, ordinances, rules and regulations which may pertain to the Services required under the Agreement, including but not limited to:

- Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to the Services.
- Miami-Dade County Code, Chapter 11A. All contractors and subcontractors performing work in connection with this Contract shall provide equal opportunity for employment because of race, religion, color, age, sex, national origin, sexual preference, gender identity, disability or marital status. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in a conspicuous place available for employees and applicants for employment, such notices as may be required by the Dade County Fair Housing and Employment Commission, or other authority having jurisdiction over the Work setting forth the provisions of the nondiscrimination law.
- "Conflicts of Interest" Section 2-11 of the Miami Dade County Code
- General Conditions 1.50 through 1.59 include the minimum Federal Requirements that will be applicable to this procurement. They are specifically incorporated herein by reference.
- Notwithstanding any other provision of the Agreement, Contractor shall not be required pursuant to the Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Contractor, constitute a violation of any law or regulation to which Contractor is subject, including, but not limited to, laws and regulations requiring that Contractor conduct its operations in a safe and sound manner.

2.13 CONE OF SILENCE AND REQUEST FOR ADDITIONAL INFORMATION

"Cone of Silence," as used herein, means a prohibition on any communication regarding a particular Request for Proposal ("RFP"), Request for Qualification ("RFQ") or bid.

Pursuant to Section 2-11.1(t) of the County Code, all solicitations, once advertised and until an award recommendation has been forwarded to the appropriate authority are under the "Cone of

Silence". Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the Procurement Manager. Such inquiries or request for information shall be submitted to the Procurement Manager and shall contain the requester's name, address, and telephone number. If transmitted by facsimile, the request should also include a cover sheet with Proposer's facsimile number. The request may also be electronically sent to villageclerk@biscayneparkfl.gov or mailed to the Procurement Manager, 600 NE 114 Street, Village of Biscayne Park, FL, 33161.

During the Cone of Silence, the following is prohibited: Any communication regarding this solicitation between a potential vendor, service provider, Proposer, lobbyist, or consultant and the Village's professional staff including, but not limited to the Village Commission, the Village Manager and the Village Attorney. All communication regarding this solicitation should be sent in writing only to Shantay Dabney, Village Clerk at villageclerk@biscayneparkfl.gov.

2.14 CONTRACTOR PERSONNEL

The Contractor shall employ competent and qualified personnel. The Village may require the Contractor to remove an employee from working on Village projects it deems careless, incompetent, insubordinate or otherwise objectionable.

2.15 E-VERIFY

Florida Statute 448.095 directs all public employers, including municipal governments, to verify the employment eligibility of all new public employees through the U.S. Department of Homeland Security's E-Verify System, and further provides that a public employer may not enter into a contract unless each party to the contract registers with and uses the E-Verify system. Florida Statute 448.095 further provides that if a contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.

In accordance with Florida Statute 448.095, all contractors doing business with the Village of Biscayne Park are required to verify employee eligibility using the E-Verify system for all existing and new employees hired by the contractor during the contract term. Further, the contractor must also require and maintain the statutorily required affidavit of its subcontractors. It is the responsibility of the awarded vendor to ensure compliance with E-Verify requirements (as applicable). To enroll in E-Verify, employers should visit the E-Verify website (<https://www.e-verify.gov/employers/enrolling-in-e-verify>) and follow the instructions. The contractor must, as usual, retain the I-9 Forms for inspection.

2.16 PUBLIC RECORDS LAW

The Village is subject to Chapter 119, Florida Statutes, "Public Records Law." No claim of confidentiality or proprietary information in all or any portion of a response will be honored unless a specific exemption from the Public Law exists and is cited in the response. An incorrectly claimed exemption does not disqualify the Proposer, only the exemption claimed. Contractor acknowledges the public shall have access at all reasonable times, to all documents and information pertaining to Village's contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the Village and the public to all documents subject to disclosures under applicable law.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUCCESSFUL PROPOSER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT VILLAGE OF BISCAYNE PARK, 600 NE 114 Street, BISCAYNE PARK, FL 33161. THE VILLAGE CLERK'S OFFICE MAY BE CONTACTED BY PHONE AT (305) 899-8000 OR EMAIL AT villageclerk@biscayneparkfl.gov.

2.17 PRICING PROPOSAL

Each Proposer shall ensure the Proposal Pricing Schedule listed in Section 6 is completed in full, with Proposer providing a detailed list of all costs to provide Services.

Proposers should carefully follow the instructions outlined below, particularly with respect to the format and number of pages allotted to each topic, if applicable. Failure to follow these instructions may be considered grounds for excluding a proposal from further consideration.

Proposer shall submit a Proposal expressing its interest in providing the services described herein. To receive consideration, this Request for Proposal must be submitted in its entirety, with all forms executed. All corrections to prices made by the Proposer must be initialed. Any additional information to be submitted as part of the Proposal may be attached behind the Proposal Pricing Schedule, carefully cross-referencing each item number and/or letter.

The Village reserves the right to add or delete any service, at any time. Should the Village determine to add an additional service for which pricing was not previously secured; the Village shall seek the Successful Proposer to provide reasonable cost(s) for same. Should the Village determine the pricing unreasonable, the Village reserves the right to negotiate cost(s) or seek another vendor for the provision of said service(s).

END OF SECTION

SECTION 3

SCOPE OF SERVICES

3.1 BACKGROUND INFORMATION

The Village is located between Miami Shores and North Miami. The Village is approximately 0.65 square miles and is composed of only residential units. The Village is home to approximately 3,000 residents.

The Village is committed to efficient government administration. A small core of the Village staff has been serving its residents, and visitors exceptionally well through their dedication and with the help of consultants, contractors, and service providers who also have been committed to providing quality products at competitive prices. We expect to continue this tradition.

The Village of Biscayne Park provides the following services to its citizens:

- Police protection
- Construction and maintenance of streets, storm drainage, public parks and recreational facilities
- Village planning, zoning, subdivision and building code regulation and enforcement
- Supervised recreation programs,
- Refuse and trash collection, comprehensive recycling program
- On Demand transportation system

The Village of Biscayne Park Fund Structure and Account Groups are as follows:

<u>FUNDS</u>	<u>Number of Individual Funds</u>
General Fund	1
Special Revenue Fund	7
Debt Service Fund	1
Capital Projects Funds	1
Enterprise Funds	1
General Fixed Assets Account Group	1
General Long Term Debt Account Group	1

The total operating capital and debt service requirements for 2020-21 are budgeted to be **\$4,097,763**. The current total Village property tax millage rate is **9.5 mills** for the 2020-2021 budget year. The financial health of the Village is stable. The Village's total outstanding principal debt as of October 1, 2020 is **\$0**.

The Village offers its employees a deferred compensation plan adopted under Internal Revenue Code Sec. 457 from three Nationwide.

The Village is insured for losses arising from claims for property damage, general liability, auto liability, physical damage and workers compensation.

Prior years' audit reports, management letters and budget documents are available for review in the Village's webpage (www.biscayneparkfl.gov).

The Village's accounting system is fully automated. The primary accounting software is ASI, by Associated Systems, Inc.

3.2 SCOPE OF SERVICES

The Village is requesting proposals from experienced and qualified Auditing Proposers (Auditors) to establish a multi-year contract for providing auditing services. The successful Contractor shall be responsible for providing auditing services in accordance with contract specifications, terms and conditions, and shall exercise exclusive control over persons employed to fulfill these contract requirements, in accordance with the RFP specifications.

The entity to be audited under this RFP Village of Biscayne Park, Florida. The funds to be audited are those included or includable in the Village's Annual Financial Report (AFR) and those associated with the American Rescue Plan Fund (ARP).

- A. The Successful Proposer shall perform audits in compliance within the requirements of:
 - 01) Florida Statutes
 - 02) Regulations of the State of Florida Department of Financial Services.
 - 03) Rules of the Auditor General, State of Florida, Chapter 10-550 (Local Government Audits) and Chapter 10-600 (Audits of state grants and aids appropriations under Section 216.349 Florida Statutes).
 - 04) Audits of State and Local Government Units, issued by the American Institute Certified Public Accountants.
 - 05) OMB Circular A-I33, Audits of States, Local Governments, and Non-Profit Organization, Office of Management and Budget.
 - 06) United States Single Audit Act and Amendment
 - 07) State of Florida Single Audit Act
 - 08) Statements on Auditing Standards (SAS)
 - 09) Government Auditing Standards, issued by the Comptroller General of the United States.
 - 10) Generally accepted governmental accounting standards.
 - 11) Any other applicable federal, state, local regulations or professional guidance not specifically listed above as well as any additional requirements, which may be adopted by these organizations in the future.
- B. The Village expects the Successful Proposer to express an opinion on the fair representation of its basic financial statements in conformity with accounting principles generally accepted in the United States. The Successful Proposer is not required to audit the required supplementary information, or the statistical sections contained in the Village's Comprehensive Annual Financial Report ("CAFR").
- C. The audit shall be an annual audit as defined in Section 11.45(1)(a), Florida Statutes, and shall be conducted in accordance with generally accepted auditing standards as well as the standards listed above.
- D. A single audit in accordance with the Federal and State Single Audit Acts and related professionals' guidance shall be conducted as required. The Successful Proposer shall provide the Village with any required letters and schedules related to this audit.

E. The audit shall also include a review of the financial report provided to the Department of Financial Services to assure consistency with the CAFR. Data and or analytics necessary for a full CAFR shall be derived and developed by the Successful Proposer.

F. A final and complete opinion letter on the financial statements taken as a whole as well as any additional letters required by the United States or State of Florida Single Audit Act shall be delivered to the Village no later than March 8th following the end of the fiscal year under audit. These letters shall be included in the Comprehensive Annual Financial Report issued by the Village.

G. The Successful Proposer shall submit, no later than March 1st following the end of the fiscal year under audit, a full and complete management letter, which shall identify any management weaknesses observed, assess their effect on financial management, and propose steps to correct or eliminate those weaknesses. It is the Village's intent that all fieldwork related to the audit shall be completed by February 10th following the end of the fiscal year.

H. The Successful Proposer will report directly to the Village Commission. All correspondence regarding the audit process and any audit findings are to be addressed and reported directly to the Village Commission. All reports generated by the Successful Proposer are to be discussed and presented annually to the Village Commission at a regular Village Commission meeting. The Successful Proposer shall communicate with the Village Manager and/or their designee Finance Director/ Consultant (and Village Manager as deemed necessary) on day-to-day issues related to the audit and coordination of fieldwork.

I. The Successful Proposer shall assist the Village in preparing the Comprehensive Annual Financial Report. The Village shall retain ultimate responsibility for preparation of this document; however, the Successful Proposer shall provide the following assistance (if requested):

- 1) Proof reading of entire document.
- 2) Verification of implementation of recommended improvements from prior year submission to GFOA under the Certificate of Achievement program.
- 3) Review applications for annual Certificate of Achievement for Excellence in Financial Reporting.
- 4) Overall review including layout, design, and suggested improvements.

J. Timeliness is critical in the performance of the audit. The Successful Proposer shall coordinate with the Finance Director or designee and endeavor to accomplish the audit in a phased in approach throughout the year in order to reduce the year-end workload on both the Successful Proposer and Village staff. The Village will make necessary records available to the Successful Proposer through the year to assist in this regard. In addition, the Village will make end-of-year records available to the Successful Proposer on or before November 15th after the end of the fiscal year under audit.

K. The Successful Proposer shall report to the Village, at least weekly, the status of any potential audit adjustments so that the Village may have adequate opportunity to investigate, gather information and respond if necessary. Final audit adjustments shall be submitted to the Village no later than February 1st following the end of the fiscal year under audit.

L. The Village may issue one or more official statements for the sale of bonds during the term of the Contract. The official statement will contain the general-purpose financial statements or an extraction from the CAFR. The auditor shall be required to issue, upon request, "comfort letters" and other documents necessary to issue the bonds. Fees for such requests made by the Village shall be negotiated when services are requested.

M. The work papers are the property of the Successful Proposer and shall be held locally (i.e. Miami-Dade and Broward County) for a period of five (5) years. Work papers shall be available for examination or duplication without charge to authorized Village personnel, representatives of Federal or State Agencies upon request of that Agency or the Village of Coral Gables in accordance with Federal Law, State Law and other regulations. Working papers will also be made available for examination, at no charge, or duplication, at a reasonable charge, to subsequent auditors engaged by the Village.

N. The Successful Proposer shall notify the Village immediately if any regulatory or other government agency requests a review of the audit work-papers concerning the Village or any other government client audited by the Successful Proposer.

O. The Successful Proposer shall notify the Village immediately should any disciplinary actions be taken, or complaints filed with any regulatory bodies against any of the Successful Proposer's staff or the Proposer itself.

P. The Successful Proposer must designate two (2) "key" members of the audit team. The Village shall reserve the right to approve any substitutions or changes in staff designated as "key".

Q. The Successful Proposer shall provide the Village, annually, with a copy of each external quality control review (peer review) conducted during the time period engaged by the Village.

R. Throughout the term of the contract, the Successful Proposer will be required to provide, as needed, technical advice and reasonable assistance, regarding accounting and reporting matters.

S. The Successful Proposer shall use Village staff in preparation of supporting schedules, reconciliations and document retrieval. Prior planning and explicit instruction are paramount for timely performance in this regard. The Successful Proposer shall provide the Village with a suggested list of all schedules to be prepared and approved by the Village. Finance Department staff will be available during the audit to provide information, documentation and explanation to the auditors.

3.3 Information Provided to Successful Proposer by the Village

The Village will provide, at a minimum, the following information to assist the Successful Proposer in performing the annual audit:

- A. General Ledger/Trial Balance printout as of September 30th and any other time periods requested by Successful Proposer.
- B. Statements of Revenues, Expenditures, Estimated vs. Actual Revenues, and Expenditures vs. Appropriations as of September 30th and any other time periods requested by Successful Proposer.
- C. Various schedules and worksheets designed to assist and provide backup information to the Successful Proposer.
- D. The Village will prepare confirmation letters for the Successful Proposer.
- E. The Village will prepare and print the financial statements.
- F. Other information requested by the Successful Proposer and mutually agreed upon by the Finance Director.

END OF SECTION

SECTION 4

Evaluation Criteria and Process

4.1 Review of Proposals for Responsiveness

Each proposal will be reviewed to determine if the proposal is responsive to the submission requirements outlined in the solicitation. A responsive proposal is one which follows the requirements of this solicitation that includes all documentation, is submitted in the format outlined in this solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the proposal being deemed non-responsive. The Village of Biscayne Park shall be the sole judge in determining Proposer responsiveness. The Village reserves the right to select the Proposer who represents the best value, and to accept or reject any proposal submitted in response to this solicitation.

All responsive proposals will be reviewed and evaluated by an Evaluation Committee to be designated by the Village Manager or Village Manager designee. A recommendation of the Evaluation Committee will be submitted to the Village Manager who shall review and submit his/her recommendations to the Village Commission for final ranking, authorization to negotiate an agreement and/or final award of an agreement.

The proposals shall be evaluated based on the following criteria to determine the proposal or proposals that are in the best overall interest of the Village.

4.2 EVALUATION CRITERIA

An Evaluation Committee consisting of three (3) qualified individuals selected by the Village, will conduct evaluations of proposals. The committee will evaluate all responsive proposals received. The committee will score and rank all responsive proposals

It is imperative that the submitted proposal clearly demonstrate the Proposer's ability to provide the services described herein. Only respondents who meet the qualification criteria will be considered. The following assigned weights (points) will be used to evaluate and rank the proposals.

Criteria	Description	Points
1	EXPERIENCE & QUALIFICATIONS	30
2	PROJECT UNDERSTANDING, PROPOSED APPROACH, AND METHODOLOGY	20
3	EXTERNAL AUDITING SERVICES ANNUAL FEES	30
4	EXTERNAL AUDITING SERVICES SINGLE-YEAR FEES	10
5	PAST PERFORMANCE AND REFERENCES	10
Total		100

Upon the completion of the evaluation process, the Village reserves the right to short list the top three scores and request a interviews/presentation on a date to be determined by the Village, and the first ranked proposer will be recommended by the evaluation committee to the Village of Biscayne Park Manager.

In the event of a tie in the scores the Proposer with the highest score in the Experience & Qualifications criterion will be ranked higher. Should a tie continue the Proposer with the highest score in the Project Understanding, Proposed Approach, and Methodology criterion will be ranked higher. Should a tie persist the Proposer with the highest score in the Past Performance and References criterion will be ranked higher.

The Village of Biscayne Park and the successful Proposer shall execute a contract ("agreement") within thirty (30) days after Notification of Award. If the Proposer first awarded the Contract fails to enter into the contract as herein provided, the award may be declared null and void, and the Contract awarded to the next most responsible, responsive Proposer, or re-advertised, as determined by the Biscayne Park.

4.3 **Price Evaluation**

The price proposal should include all components of specifications provided. It shall be evaluated objectively in combination with the qualifications provided, including an evaluation of how well it matches Proposer's understanding of the Village's needs described in this solicitation, the Proposer's assumptions, and the value of the proposed services. Each Price Proposal shall be scored as follows:

Sample Objective Formula for Annual Fee Price Proposal				
Vendor	Total Proposed Amount	Example Maximum Allowable Points	Formula for Calculating Points (lowest cost / cost of proposal being evaluated X maximum allowable points = awarded points) Round to the nearest tenth	Total Points Awarded
Vendor A	\$100.00	30	$\$100 / \$100 \times 30 = 30$	30
Vendor B	\$150.00	30	$\$100 / \$150 \times 30 = 20$	20
Vendor C	\$200.00	30	$\$100 / \$200 \times 30 = 15$	15

Sample Objective Formula for Single-Year Audit Price Proposal				
Vend or	Total Proposed Amount	Example Maximum Allowable Points	Formula for Calculating Points (lowest cost / cost of proposal being evaluated X maximum allowable points = awarded points) Round to the nearest tenth	Total Points Awarded
Vendo	\$100.0	10	$\$100 / \$100 \times 10 = 10$	10
Vendo	\$150.0	10	$\$100 / \$150 \times 10 = 7$	7
Vendo	\$200.0	10	$\$100 / \$200 \times 10 = 5$	5

4.4 Overall Ranking

The Evaluation Committee will then determine the overall ranking by adding the points for all criteria as described in Section 4.2 above and all other applicable additional points specified in this Solicitation.

Following the evaluation and ranking of the proposals, the Evaluation Committee will recommend that a contract be negotiated with the highest ranked responsive and responsible Proposer. The Village may enter into negotiations with the recommended Proposer or take such other action as it deems to be in the best interest of the Village as further set forth in Section 4.5 below.

Any contract, as a result of the Solicitation, will be submitted to the Village Manager for approval and may be submitted to the Village Commission for their approval. All Proposers will be notified in writing when the Village Manager or designee makes an award recommendation. The Contract award, if any, shall be made to the Proposer whose proposal shall be deemed by the Village to be in the best interest of the Village. The Village's decision to make the award and which proposal is in the best interest of the Village shall be final.

4.5 Negotiations

The Village may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the Proposer's best terms from a monetary and technical standpoint.

Notwithstanding the foregoing, if the Village and said Proposer cannot reach agreement on a contract, the Village reserves the right to terminate negotiations and may, at the Village Manager's or designee's discretion, begin negotiations with the next lowest responsible and responsive Proposer. This process may continue until a contract acceptable to the Village has been executed or all proposals are rejected. No Proposer shall have any rights against the Village arising from such negotiations or termination thereof.

Any Proposer recommended for negotiations may be required to provide to the Village:

- a) Its most recent financial statements as of a date not earlier than the end of the Proposer's preceding official tax accounting period. A copy of the most recent business income tax return will be accepted if financial statements are unavailable.
- b) Information concerning any prior or pending litigation, either civil or criminal, involving a governmental agency or which may affect the performance of services to be rendered herein, in which the Proposer, any of its employees or subcontractors is or has been involved within the last three years.

END OF SECTION

Section 5 Submittal Format

In order to ensure a uniform review process and to obtain the maximum degree of comparability, it is required that the submittals be organized in the manner specified.

5.0 **FORMAT**

Submittals shall be submitted via DemandStar. All required signatures shall be manual, in blue ink of an authorized representative who has the legal authority to bind the CONTRACTOR in contractual obligations. Each page of the RFP should state the name of the CONTRACTOR, the bid number, and the page number. The Village reserves the right to request additional data or material to support bid. All material submitted in response to the RFP will become the property of the Village.

The RFP must be in the following format at the time of submittal

5.0.1 **TITLE PAGE**

Show the name of the respondent's agency/Proposer, address, telephone number, name of contact person, due date, and the RFP Title.

5.0.2 **TABLE OF CONTENTS & CONTENTS**

Include a clear identification of the material by section and by page number, as numbered below:

1. Company Information, in response to this Proposal, all Proposers must provide the following:
 - Name of Agency/Company (including any "Doing Business As" names)
 - Company Locations
 - Internet Web Site Address (if any)
 - Details of Entity Business Structure (Corporation, Partnership, LLC)
 - Current IRS Form W-9
 - Date Founded
 - Home office address and telephone number, and local address and phone number
 - List of any outstanding litigation that would threaten the viability of the Proposer or the performance of this contract
 - Proof of insurance
 - Email address
 - Point of Contact
2. Cover Letter and Executive Summary

This letter should be signed by the person in your Proposer who is authorized to negotiate terms, render binding decisions and commit the Proposer's resources. Summarize the Proposer's understanding of the work to be done and make a positive commitment to perform the work in accordance with the terms of the proposal being submitted. This section should summarize the key points of your submittal and shall not exceed 1 pages.

In addition, you must include a statement that your Proposer understands that if selected; your Proposer is willing to perform the services under the scope of services.

The designee shall be required to warrant and represent that at all times during the term of the Agreement, the Proposer shall maintain in good standing all required licenses, certifications, and permits required under federal, state, and local laws necessary to perform the services.

3. Experience & Qualifications

- I. Proposer's qualifications including, but not limited to: company history, number of years in business size, number of employees, office location where work is to be performed, licenses, capabilities, and credentials.
- II. Proposer's relevant experience, in providing similar scope of services.
- III. Proposer's qualifications in conducting audits in accordance with governmental auditing standards adopted by the Florida Board of Accountancy.
- IV. Proposer's participation in national or state, governmental or professional, accounting or auditing Boards or Committees.
- V. Proposer's professional development program.
- VI. Proposer's financial stability.
- VII. Proposer's external quality control reviews (peer reviews).
- VIII. Qualifications and experience of all proposed key personnel (including sub-consultants).

4. Staffing

Relevant experience and qualifications of key personnel, including key personnel of subcontractors that will be assigned to this project and experience and qualifications of subcontractors; and the size and experience of the company staff pool from which staff assigned to the management contract can be drawn. The composition of the staff team should include:

- The names of the employees in the area responsible for this contract.
- Their function in the company.
- The name of the person who will be responsible for the coordination of work.
- Experience and qualifications of staff and satisfactory record of performance of staff

5. Project Understanding, Proposed Approach, and Methodology

Proposer's must provide an overall detailed approach to perform the proposed contract work. Bids should show an understanding of the RFP scope and requirements, implementation plan, audit procedure, audit timeline, strategies for assuring assigned tasks are completed on time, and communication with Village staff. Proposers must show recent, current and projected workload for the Proposer and auditors assigned to the Village's account. The Proposer's must also provide procedures for ensuring quality control and the confidentiality of information obtained from the Village.

6. Price Proposal

Provide the bid form with the fixed rate for the Annual Fee, Single-Year Audit Fee and Hourly Rates for Additional Work based on the Scope of Services and the Proposer's proposed approach to the project.

7. Past Performance & References

Each Proposer must provide names, addresses, and telephone numbers of up to three (3) references who are capable of explaining and confirm the Proposer's capacity to successfully complete the Services sought in this RFP.

The Village retains the right to request any additional information pertaining to the Proposer's ability, qualifications, and procedures used to accomplish all work under the contract as it deems necessary to ensure safe and satisfactory work.

8. Acknowledgments

The Proposer must complete, sign as required, and submit the Addenda (refer to Section 1.6) and all forms from Section 6 as part of its submittal.

9. Contract Forms

All completed contract forms

END OF SECTION

SECTION 6 BID FORM 1

RFP Title: **FINANCIAL AUDITING SERVICES**

The undersigned Vendor proposes and agrees, if this Bid is accepted, to enter into an agreement with The Village of Biscayne Park to perform and furnish all Services as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

The vendor accepts all of the terms and conditions of this RFP and Instructions to Vendors. This RFP will remain subject to acceptance for 120 days after the day of RFP opening. The Proposer agrees to sign and submit the Agreement with other documents required by the Bidding Requirements within ten days after the date of the Village's Notice of Award.

In submitting this RFP, the Vendor represents, as more fully set forth in the Agreement, that:

- The Vendor has familiarized himself/herself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Law and Regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.
- The Vendor has given the Village written notice of all conflicts, errors, discrepancies that it has discovered in the Contract Documents and the written resolution thereof by Village is acceptable to the Vendor.
- This RFP is genuine and not made in the interest of or on behalf of any undisclosed person, Proposer or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; the vendor has not directly or indirectly induced or solicited any other Vendor to submit a false or sham RFP; the vendor has not solicited or induced any person, Proposer or corporation to refrain from Bidding; and vendor has not sought by collusion to obtain for itself any advantage over any other Vendor or over the Village.

Exact Legal Company Name: _____

Business Name (dba), if any: _____

Street Address: _____

Mailing Address (if different): _____

Telephone No.: _____

Fax No.: _____

BID FORM 1 CONTINUED

Email Address: _____

FEIN No.: _____

*By signing this document, the vendor agrees to all Terms

Authorized Signature: _____

Print Name: _____

Title: _____

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF VENDOR TO BE BOUND BY THE TERMS OF ITS PROPOSAL. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED ABOVE BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE PROPOSAL NON-RESPONSIVE. THE VILLAGE MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE VENDOR TO THE TERMS OF ITS OFFER.

BID FORM 2
ADDENDA ACKNOWLEDGEMENT

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:

LIST BELOW ARE THE DATES OF ISSUE FOR EACH ADDENDUM RECEIVED IN CONNECTION WITH THIS BID

Addendum #1, Dated _____

Addendum #2, Dated _____

Addendum #3, Dated _____

Addendum #4, Dated _____

Addendum #5, Dated _____

Addendum #6, Dated _____

Addendum #7, Dated _____

Addendum #8, Dated _____

PART II:

☐ NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS BID

COMPANY NAME: _____

AUTHORIZED SIGNATURE: _____ **DATE:** _____

TITLE OF OFFICER: _____

BID FORM 2 PRICE PROPOSAL FORM

Proposer:

Address:

Contact Name:

Title:

Signature:

Telephone:

Email:

Instructions: Provide below a flat fee price proposal, per year, for the initial three (3) year term of the contract. Please provide as well the flat fee for a Federal or State required Single-Year Audit and a fee schedule of hourly rates for additional work which may be requested by the Village. Prior to each renewal term of the resulting agreement, annual fees and hourly rates (for additional services) shall be negotiated by the Village with the Successful Proposer. The annual fee and hourly rate shall include, but not be limited to, full compensation for labor, any and all equipment used, travel time and related expenses and any and all other costs to the Proposer.

BID FORM 2
PRICE PROPOSAL FORM CONTINUED

Proposers Company Name:		RATES:
ANNUAL FEES:		
External Auditing Services Annual Fee (*Year 1):	\$	
External Auditing Services Annual Fee (Year 2):	\$	
External Auditing Services Annual Fee (Year 3):	\$	
TOTAL	\$	
SINGLE-YEAR AUDIT FEES:		
External Auditing Services Single-Year Audit (as needed):	\$	
HOURLY RATES FOR ADDITIONAL WORK:		
Position Title (list as needed):		
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	

*Provide a breakdown which differentiates the start-up costs associated with the engagement, additional costs associated with the Year 1 audit, and the total fee proposed for that year.

Note: Subject to negotiation, a progress payment not to exceed 75% of the total annual fee may be made upon the request of the Successful Proposer, upon completion of the audit fieldwork. Final payment shall be made upon receipt and acceptance of the final audit report by the City Commission and upon request by the Successful Proposer.

ATTACHMENT
FEDERAL REQUIREMENTS

THE FOLLOWING ARE THE MINIMUM FEDERAL REQUIREMENTS THAT WILL BE APPLICABLE TO THIS PROCUREMENT, IN ADDITION TO THOSE SET FORTH IN THE SOLICITATION DOCUMENTS. THE FOLLOWING SPECIAL CONDITIONS APPLY TO THE AGREEMENT AND ARE INCORPORATED HEREIN BY REFERENCE:

CLEAN AIR ACT (42 U.S.C. 7401-7671Q.) AND FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251-1387) Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC § 740-7671q) and the Federal Water Pollution Control Act as amended (33 USC § 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Village assumes responsibility for notifying the Environmental Protection Agency (EPA).

Contractor must include this requirement in all subcontracts that exceeds \$150,000.

EQUAL EMPLOYMENT OPPORTUNITY (2 CFR Part 200, Appendix II(C); 41 CFR § 61-1.4; 41 CFR 61-4.3; Executive Order 11246). During the performance of this contract, the Contractor agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender, gender identity, or national origin.
- (3) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments

under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however*, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

PROCUREMENT OF RECOVERED MATERIALS. Contractor and any subcontractors agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

1) The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or

2) The contractor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products.

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

- a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
- b) Fails to meet reasonable contract performance requirements; or
- c) Is only available at an unreasonable price.

DEBARMENT AND SUSPENSION. Contractor as part of the procurement response, has completed and submitted the Certification Regarding Debarment, Suspension to the Village, a certification that Contractor and its principals, if applicable, are not presently debarred or suspended by any Federal department or agency from participating in this transaction. Contractor now agrees to verify, to the extent applicable, that for each lower tier subcontractor that exceeds \$25,000 as a "covered transaction" under the Services to be provided is not presently disbarred or otherwise disqualified from participating in the federally assisted services. The Contractor agrees to accomplish this verification by:

1. Checking the System for Award Management at website: <http://www.sam.gov>.
2. Collecting a certification statement similar to the Certification of Offerer /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

MINORITY/WOMEN'S BUSINESS ENTERPRISES. Contractor must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible, in accordance with 2 CFR 200.321. If subcontracts are to be let, prime contractor will require compliance by all sub-contractors. Information regarding certified M/WBE firms can be obtained from (the following list is not exhaustive):

- Florida Department of Management Services (Office of Supplier Diversity);
- Florida Department of Transportation;
- Minority Business Development Center in most large cities; and
- Local Government M/DBE programs in many large counties and cities.

COPELAND "ANTI-KICKBACK"

A. Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

B. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

C. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

BYRD ANTI LOBBYING AMENDMENT (31 U.S. C. 1352). The Certification regarding Lobbying executed by Contractor and attached as part of the Affidavits to this solicitation is hereby acknowledged and made part of any resultant Agreement by reference.

COMPLIANCE WITH THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT.

A. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (A) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (A) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.

C. Withholding for unpaid wages and liquidated damages. The Village shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B) of this section.

D. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (A) through (D) of this section and also a clause requiring the subcontractors

to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (A) through (D) of this section.

CONTRACT WITH THE ENEMY. In accordance with 2 C.F.R. 200.215, it is acknowledged that no services under the resulting contract are to be performed outside the United States and its territories nor in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

SAFE WORK ENVIRONMENT. The Contractor shall provide and enforce a safe work environment as prescribed in the Occupational Safety and Health Act of 1970, as amended. The Contractor will provide such safety equipment, training and supervision as may be required by the Village, County, State, and/or Federal Government. The Contractor shall ensure that its subcontracts contain similar safety provisions.

COMPLIANCE WITH FEDERAL LAWS, REGULATIONS AND EXECUTIVE ORDERS. This is an acknowledgement that Federal financial assistance will be used to fund any resulting agreement. The Contractor will comply with all applicable federal laws, regulations, Executive Orders, including policies, procedures, and directives.

FRAUD AND FALSE OR FRAUDULENT OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractors' actions pertaining to any resultant agreement.

PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

(a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services --

(b) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

(i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

- (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
- (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

(1) This clause does not prohibit contractors from providing—

- (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

- (i) Covered telecommunications equipment or services that: i. Are not used as a substantial or essential component of any system; and ii. Are not used as critical technology of any system.
- (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement.

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

- (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.”

DOMESTIC PREFERENCE FOR PROCUREMENTS

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

ACCESS TO RECORDS

The Contractor agrees to provide the Village, the State of Florida, the Federal Government, US Department of Treasury, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Contractor agrees to provide any of the aforementioned entities or their authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

AFFIDAVITS



NON-COLLUSION AFFIDAVIT

Village of Biscayne Park

600 NE 114 Street

Biscayne Park, FL 33161

Telephone: (305) 899-8000

[illegible]

The undersigned being first duly sworn as provided by law, deposes, and says:

This Affidavit is made with the knowledge and intent that it is to be filed with the Village of Biscayne Park Village Commission and that it will be relied upon by said County, in any consideration which may give to and any action it may take with respect to this Bid. The undersigned is authorized to make this Affidavit on behalf of,

(Name of Corporation, Partnership, Individual, etc.)

a, _____, formed under the laws of _____
(Type of Business) (State)

of which he is _____.
(Sole Owner, Partner, President, etc.)

Neither the undersigned nor any person, Proposer, or corporation named in above Paragraph 10.2, nor anyone else to the knowledge of the undersigned, have themselves solicited or employed anyone else to solicit favorable action for this Bid by the Village, also that no head of any department or employee therein, or any officer of the Village of Biscayne Park, Florida is directly interested therein.

This Bid is genuine and not collusive or a sham; the person, Proposer or corporation named above in Paragraph 10.2 has not colluded, conspired, connived or agreed directly or indirectly with any proposers or person, Proposer or corporation, to put in a sham Bid, or that such person, Proposer or corporation, shall refrain from Bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, Proposer or corporation, to fix the prices of said Bid or Bids of any other proposers; and all statements contained in the Bid or Bids described above true; and further; neither the undersigned, nor the person, Proposer or corporation named above in Paragraph 10.2, has directly or indirectly submitted said Bid or the contents thereof, or divulged information or data relative thereto, to any association or to any member or agent thereof.

AFFIANT'S NAME

AFFIANT'S TITLE

TAKEN, SWORN AND SUBSCRIBED TO BEFORE ME this _____ day of _____, 200_.

Personally Known _____ or Produced Identification _____;

Type of identification _____

(Affix seal here)

NOTARY PUBLIC (name printed or typed)

PUBLIC ENTITY CRIMES

Village of Biscayne Park

600 NE 114 Street

Biscayne Park, FL 33161

Telephone: (305) 899-8000

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a) FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

PUBLIC ENTITY CRIMES

Pursuant to the provisions of paragraph (2) (a) of Section 287.133, Florida State Statutes - "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a Contract to provide any goods or services to a public entity, may not submit a Bid on a Contract with a public entity for the construction or repair of a public building or public Work, may not submit Bids on leases of real property to a public entity, may not be awarded to perform Work as a Contractor, supplier, Sub-Contractor, or Consultant under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount Category Two of Sec. 287.017, FS for thirty six months from the date of being placed on the convicted vendor list".

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

11.1. This sworn statement is submitted to Village of Biscayne Park

by _____
[print individual's name and title]

for _____
[print name of entity submitting sworn statement]

whose business address is:

and (if applicable) its Federal Employer Identification number (FEIN) is _____. (If the entity had no FEIN, include the Social Security Number of the individual signing this sworn statement:_____.)

11.2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any Bid or Contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

11.3. I understand that "convicted" or "conviction" as defined in Para. 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

11.4. I understand that an "affiliate" as defined in Para. 287.133(1)(a), Florida Statutes, means:

a.) predecessor or successor of a person convicted of a public entity crime; or

PUBLIC ENTITY CRIMES CONTINUED

- b.) Any entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executors, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair

market value under an arm's length agreement, shall be a prime facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

11.5. I understand that a "person" as defined in Para. 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding Contract and which Bids or applies to Bid on Contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "persons" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of any entity.

11.6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity **has been charged** with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 11.1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY, CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

PUBLIC NITIVITY CRIMES CONTINUED

By:

(Signature)

(Printed

Name)

(Title)

Sworn to and subscribed before me this _____ day of _____, 20____, by
_____.

(AFFIX NOTARY STAMP HERE)

Signature: **Notary Public – State of Florida**

roduced

Personally Known _____ OR Produced Identification _____

10/1998

EQUAL OPPORTUNITY /
AFFIRMATIVE ACTION

Village of Biscayne Park

600 NE 114 Street

Biscayne Park, FL 33161

Telephone: (305) 899-8000

EQUAL OPPORTUNITY/AFFIRMATIVE ACTION STATEMENT

The contractors and all subcontractors hereby agree to a commitment to the principles and practices of equal opportunity in employment and to comply with the letter and spirit of federal, state, and local laws and regulations prohibiting discrimination based on race, color, religion, national region, sex, sexual orientation, gender identity, age, handicap, marital status, and political affiliation or belief.

Signed: _____

Title: _____

Proposer: _____

Address: _____

CONFLICT OF INTEREST

Village of Biscayne Park

600 NE 114 Street
Biscayne Park, FL 33161
Telephone: (305) 899-8000

The award of any contract hereunder is subject to the provisions of Chapter 112, Florida State Statutes. Proposers must disclose with their Bids, the name of any officer, director, partner, associate or agent who is also an officer or employee of the Village of Biscayne Park or its agencies.

STATE OF FLORIDA

COUNTY OF _____

BEFORE ME, the undersigned authority, personally appeared _____, who was duly sworn, deposes, and states:

18.1. I _____ am _____ the _____ of _____ with a local office in _____ and principal office in _____.

18.2. The above named entity is submitting a Bid for the Village of Biscayne Park, RFQ No. _____ described as: RFP Event Rides. The Affiant has made diligent inquiry and provides the information contained in this Affidavit based upon his own knowledge.

18.3 The Affiant states that only one submittal for the above Bid is being submitted and that the above named entity has no financial interest in other entities submitting Bids for the same project.

18.4 Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the entity's submittal for the above Bid. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.

18.5 Neither the entity nor its affiliates, nor any one associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.

18.6 Neither the entity, nor its affiliates, nor any one associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.

18.7 I certify that no member of the entity's ownership or management is presently applying for any employee position or actively seeking an elected position with the Village of Biscayne Park.

18.8 I certify that no member of the entity's ownership or management, or staff has a vested interest in any aspect of the Village of Biscayne Park.

18.9 In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify the Village of Biscayne Park.

Dated this _____ day of _____, 2021.

AFFIANT

Print or Type Name and Title

Sworn to and subscribed before me this _____ day of _____, 2021.

Personally Known _____ OR

Produced Identification _____; Type of Identification _____

NOTARY PUBLIC STATE OF FLORIDA

DISPUTEDISCLOSURE

Village of Biscayne Park

600 NE 114 Street

Biscayne Park, FL 33161

Telephone: (305) 899-8000

DISPUTE DISCLOSURE FORM

Answer the following questions by placing a "X" after "Yes" or "No". If you answer "Yes", please explain in the space provided, or on a separate sheet attached to this form.

19.1. Has your Proposer or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional associations within the last five (5) years?

YES _____ NO _____

19.2. Has your Proposer, or any member of your Proposer, been declared in default, terminated or removed from a contract or job related to the services your Proposer provides in the regular course of business within the last five (5) years?

YES _____ NO _____

19.3. Has your Proposer had against it or filed any requests for equitable adjustment, contract claims, Bid protests, or litigation in the past five (5) years that is related to the services your Proposer provides in the regular course of business?

YES _____ NO _____ If yes, state the nature of the request for equitable adjustment, contract claim, litigation, or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts of extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this Bid for the Village of Biscayne Park.

Proposer

Date

Authorized Signature

Print or Type Name and Title

ANTI-KICKBACK

Village of Biscayne Park
600 NE 114 Street
Biscayne Park, FL 33161
Telephone: (305) 899-8000

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA)
)
COUNTY OF _____)

I, the undersigned, hereby duly sworn and depose say that no portion of this sum herein Bid will be paid to any employees of the Village of Biscayne Park or its elected officials as a commission, kickback, reward or gift, directly or indirectly by me or any member of my Proposer or by an officer of the corporation.

By: _____

Title: _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____ [name of person], as _____ [type of authority], for _____ [name of party on behalf of whom instrument was executed].

AFFIX NOTARY STAMP HERE:

Public – State of Florida **Notary**

_____ Print or Type Commissioned Name

Personally Known _____ OR Produced Identification _____ Type of Identification Produced _____

CONTRACTOR ANTI-BOYCOTT CERTIFICATION

[PURSUANT TO FLORIDA STATUTE § 215.4725]

I, _____, on behalf of _____,
Print Name Company Name

certifies that _____ does not:
Company Name

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel list; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Cuba or Syria.

Signature

Title

Date

E-Verify Affidavit

Florida Statute 448.095 directs all public employers, including municipal governments, to verify the employment eligibility of all new public employees through the U.S. Department of Homeland Security's EVerify System, and further provides that a public employer may not enter into a contract unless *each* party to the contract registers with and uses the E-Verify system.

Florida Statute 448.095 further provides that if a contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.

In accordance with Florida Statute 448.095, all contractors doing business with the Village of Biscayne Park are required to verify employee eligibility using the E-Verify system for all existing and new employees hired by the contractor during the contract term. Further, the contractor must also require and maintain the statutorily required affidavit of its subcontractors. It is the responsibility of the awarded vendor to ensure compliance with E-Verify requirements (as applicable). To enroll in E-Verify, employers should visit the E-Verify website (<https://www.e-verify.gov/employers/enrolling-in-e-verify>) and follow the instructions. The contractor must, as usual, retain the I-9 Forms for inspection.

By affixing your signature below you hereby certify that you will comply with E-Verify requirements.

Company Name

Offeror Signature

Date Federal Employer Identification Number
(FEIN)

Print Name

Title **Notary Public Information**

Sworn to and subscribed before me on this this _____ day of _____, 2021.

By _____

☐ Is personally known to me

☐ Has produced identification (type of identification produced: _____)

Signature of Notary Public

Print or Stamp of Notary Public

Expiration Date

DOMESTIC PARTNERSHIP CERTIFICATION FORM

THIS FORM **MUST** BE COMPLETED AND SUBMITTED AT TIME OF SUBMITTAL FOR PROPOSER TO BE DEEMED RESPONSIVE

The Proposer, by virtue of the signature below, certifies the following:

Please check only one below

- ☐ 1. The Proposer currently provides benefits to domestic partners of its employees and the partners' dependents on the same basis as it provides benefits to employees' spouses and the spouses' dependents
- ☐ 2. The Proposer will provide at time of contract award and provide benefits to domestic partners of its employees and the partners' dependents on the same basis as it provides benefits to employees' spouses and the spouses' dependents
- ☐ 3. The Proposer will not provide at time of award
- ☐ 4. The Proposer does not need to provide at time of award because the following exemption applies:

Please check only one below

- ☐ The Proposer's price bid for the initial contract term is \$100,000 or less
- ☐ The Proposer employs less than twenty-five (25) employees
- ☐ The Proposer does not provide benefits to employees' spouses or spouse's dependents
- ☐ The Proposer is a religious organization, association, society, or non-profit charitable or educational institution
- ☐ The Proposer is a government entity
- ☐ The Proposer cannot comply with the request because it would violate the laws, rules or regulations of federal or state law or would violate or be inconsistent with the terms or conditions of a grant or contract with the United States or State of Florida. Please state the law, statute or regulation _____(Attach explanation of its applicability).

I, _____ of _____
(Name) (Title) (Proposer)

Hereby attest that I have the authority to sign this notarized certification and certify that the above-referenced information is true, complete and correct.

BY: _____

Signature

Sworn to and subscribed before me
this _____ day of _____, 20__

Printed Name and Title,

STATE OF _____
COUNTY OF _____

Personally Known Or Produced Identification _____

Notary Public - Name _____

Notary Public - Signature _____

My Commission Expires _____

(Type of identification)
(printed, Typed, or Stamped commission name of Notary
public)

BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION

The undersigned, [Company] _____
certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, [Company] _____, certifies or affirm the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date